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Current Topics.

Legal Research and the Judiciary.

A PLEASANT STORY has come down to us of a barrister entering the court with a great bundle of books, which, on seeing, a quizzical lay friend asked what they were for, as he had assumed that all counsel knew the law. "So we do," was the witty reply, "these books are for the judges." To the lay mind it appears paradoxical that the eminent men whom the State places on the bench to administer justice have to be primed with the law on each subject that is brought before them by the citation of the relevant authorities; but judges, even the most distinguished, are human and have not in their minds a ready-made storehouse of law from which they can draw rules for the decision of every dispute that arises. It has indeed been whispered that occasionally some judgment, in which the law is set out with a masterly cogency of reasoning and lucidity of statement, has been vicariously prepared, the reputed author having invoked the aid of another to grapple with the difficulties of the question involved; but in this country we have not gone the length of advocating legal research specially for the benefit of our judges, as has recently been done by a member of the New York bar, who, in a letter read at a founders' day dinner of the Lawyers' Club of the University of Michigan, suggested the giving of "free, confidential legal advise to judges, high and low, as one of the directions which legal research should take." It seems a somewhat novel development of the function of the legal researcher, whom we have hitherto regarded as one who explored the early history of law and procedure with the object of elucidating what is obscure in the system of to-day, and not as one who answered legal queries for the judiciary. But, after all, a judge may obtain his information as best he can, and possibly there may be scope for this new form of research.

Renewal of Moneylenders' Certificates.

RECENTLY THREE moneylenders applied to the Tower Bridge Magistrate for a renewal of their certificates. The magistrate asked if they had advertised in a local paper their intention to make the application; they replied that as they regarded the application as a renewal of an earlier certificate, they were not required by the rules to do so. By s. 2 (4) of the Moneylenders Act, 1927, a certificate expires on the 31st July following the date of its issue. The magistrate held that, as these men had not applied for a renewal before 31st July of this year, their certificates had lapsed and could not be renewed. They must apply for new certificates, advertising the application as required by the rules. As the advertisement must appear at least a fortnight before the application is heard, this meant the loss of business during those weeks. It may be thought that this interpretation is a little too strict, but the ruling appears to be sound. To hold otherwise would mean that the moneylender could apply for a renewal any time between the date of expiry of the certificate he last held and the following 31st July. If the moneylender wishes the application to be treated as a renewal, he must take steps at the latest in the second week in July. By r. 2 (*a*) notice of an application, whether for a renewal or not, must be given to the police two weeks before the hearing.

Maintenance on Re-marriage.

THOUGH IT has been the subject of judicial comment that in these days of comparative economic independence for women, the law is weighted all too heavily on the side of married women, a decision just given by Mr. BERTRAND WATSON, the North London Magistrate, in his matrimonial jurisdiction, leaves one with the impression that he has held himself bound by the Summary Jurisdiction (Married Women) Act, 1895, to extend the privileges of that Act in a way that it does not contemplate. He has decided that if a wife gets a maintenance order under that or the consequential 1925 Act, and thereafter divorces her husband and marries another man, the former husband must keep up his payments under the order. He added: "I think it might well be a matter in which the legislature might properly intervene, but the mere fact of re-marriage in no way compels the court to make an alteration in a maintenance order against a husband." In the case in question an order for £1 a week was made against the husband in 1925, and in March, 1928, it was reduced to five shillings a week. Then the wife obtained a decree absolute of divorce and married another man. Her former husband, having married another woman, applied for the discharge of the order. Now the 1895 Act only gives a woman relief in her capacity as wife against her husband in his capacity as husband. One would have thought that once the marriage relation ceases, his liability to maintain under the common law ceases, but in *Bragg* v. *Bragg* (69 SOL. J. 73), Lord MERRIVALE and HORRIDGE J., decided that dissolution of a marriage by decree absolute of divorce does not *ipso facto* discharge a maintenance order previously obtained by a wife, and every such case must be left to the discretion of the Court to vary or discharge the order under s. 7 of the 1895 Act. Section 7 only mentions resumption of cohabitation and adultery by the wife as specific grounds for discharge of the order, but there is also the provision that the court may "upon cause being shown upon fresh evidence to the satisfaction of the court at any time . . . discharge any such order," and the magistrate could have discharged the order under that provision. The Court has to exercise a judicial discretion, and in the present case there was the outstanding fresh fact that the former wife was married to another man legally liable to maintain her. It is true that a wife may draw permanent maintenance after decree absolute, even after re-marriage, from her former husband under an order of the Divorce Court, but that jurisdiction is governed by an entirely different set of statutes which make provision for the maintenance of a woman after she has ceased to be the wife of the man whom she has divorced.

Colliery Company's Liability for Explosive Coal.

IN ORDER to establish the above it is necessary to prove the identity of the coal and negligence in the method of supply—both being matters of difficulty unless the transaction was with

the colliery direct, as in the case of *Hamer* v. *W. Y. Craig and Sons Limited*, at the last Shropshire Assizes. The plaintiffs were father and son, the latter being aged six and a half, and the father had taken delivery at a railway station of some of the defendants' coal, which had been placed in the coalyard at the plaintiffs' farm. The coal was subsequently used in a bedroom fire, when an explosion occurred in which the younger plaintiff received injuries from coal which had shot out of the grate, and over the walls and ceiling. An examination of the woodwork revealed a piece of copper, which was part of a detonator similar to those used in the defendants' mine, the case for the plaintiffs being that the unexploded detonator had been left in the face of the coal after a misfire. The defendants' case was that the detonator had not come from their colliery, and that the explosion had not occurred in the fireplace—which showed no signs of disturbance—but that the younger plaintiff was playing in the room with a detonator obtained elsewhere. The defendants could account for all their detonators since 1927, the type used by them being "crimped" and discharged electrically, whereas the piece produced was not "crimped," and no attempt had been made to fire it in a mine. It was further pointed out that a detonator was too sensitive to have survived being knocked about until it had reached the plaintiffs' farm, but the jury found for the plaintiffs (in the sums of £600 for the infant, and £20 for the father for expenses) and Mr. Justice SHEARMAN gave judgment accordingly, with costs. In a big city the retailer would be primarily liable, and there would be a chain of actions until the colliery company was reached.

Jurisdiction on the Foreshore.

ACCORDING TO a newspaper report, a photographer, charged with taking photographs on the Skegness foreshore, in contravention of the council's bye-law, pleaded that he was not standing on the shore at the time, but in the sea beyond low water mark and, therefore, outside the jurisdiction. The summons against him was dismissed, though the report does not state whether it was because this plea was successful. Normally, the foreshore is defined as the space uncovered at ordinary low tide and covered by water at ordinary high tide: see *A.-G.* v. *Chambers* (1854), 4 De G. M. & G. 206, though there may be a special definition in a local Act. However, nothing seaward of the ordinary low-water mark would usually be included. There is authority that local justices have jurisdiction above this mark, even when the foreshore is covered with water: see *Embleton* v. *Brown* (1860), 3 E. & E. 234. Seaward of the mark the Admiralty has jurisdiction for the three miles limit, as declared in the Territorial Waters Jurisdiction Act, 1878, 41 & 42 Vict., c. 73. Section 2 of the Indictable Offences Act, 1848, gives magistrates jurisdiction in respect of such offencec committed within Admiralty limits. Obviously, the inganious photographer's alleged offence was non-indictable, and, if he was really below the ordinary low water mark presumably he committed no offence at all, foi the council's bye-laws would not run on the open sea. There seems some doubt as to the jurisdiction to deal with a non-indictable offence committed in a boat or by a person standing below the ordinary low-water mark; undoubtedly the Admiralty would have jurisdiction, but there is no machinery for dealing with minor offences. Fortunately, indecent exposure, which is the most likely offence just off the shore, is an indictable one, so no plea to the jurisdiction could be entertained. The soil to the three miles limit nominally belongs to the Sovereign, who may apparently make a grant of it in England: see *Gann* v. *Free Fishers of Whitstable* (1854), 11 H.L.C. 192, but, perhaps, not in Scotland: see *Lord Advocate* v. *Wemyss* [1900] A.C. 48. A grant of land bounded by the seashore carries access to the sea: see *Mellor* v. *Walmesley* [1905] 2 Ch. 164. A coalmine off the coast of Cumberland is said to be worked four miles out to sea; the right to do so might lie in the fact that no one could question it. Whether the Coal Mines Act, 1911, could apply to such workings does not appear to have been tested.

More surprising Views on Joy-riding.

A YOUNG MAN before a metropolitan magistrate at the Marylebone Police Court said that "he simply took the car in order to go for a joy-ride with a friend and two girls." We fancy the magistrate must be misreported as answering, "I want to know what is the difference between that and stealing. If you take my property away for your own use and purpose, that, to me, is stealing. How long can a person keep a car for joy-riding before he can be said to have stolen it? To my mind it is nothing less than theft." The difference between joy-riding and stealing is the absence in the one case and the presence in the other of that rather important element, felonious intent, "at the time of such taking, permanently to deprive the owner thereof": Larceny Act, 1916, s. 1 (1). How long a car can be kept before joy-riding becomes theft is an unanswerable conundrum, because keeping for a time without felonious intent, and stealing, are not actions of the same order. But detention for a long time may be evidence of intent fraudulently to convert the property not in the first instance feloniously taken. On a similar occasion a lay justice remarked, "But look at the distance he drove it. Surely that makes it larceny?"—a method of reasoning so perverse that it is impossible to answer satisfactorily. Some minds can grasp distinctions, and some cannot. When they happen to be fundamental the inability in a judge is a little unfortunate.

Conflicting Orders of a Judge and Magistrate.

THE CASE of *Vigon* v. *Vigon and Kuttner*, *ante*, p. 44, and [1895] P. 157, involved contradictory orders made by BATESON, J., and Mr. BINGLEY, the Metropolitan magistrate, a matter on which we commented, *ante*, p. 34. Since our comment was written, the case has been before the Court of Appeal [1929] P. 245, and again before BATESON, J., see *The Times*, 1st August. It will be remembered that, after Mr. BINGLEY had made an order under the Guardianship Act, 1925, giving Mrs. VIGON custody of the child of the marriage, a boy, Mr. VIGON successfully presented a petition for divorce on the ground of his wife's adultery. Consequent on the decree, BATESON, J., awarded him custody of the child, intimating that he thought he could vary Mr. BINGLEY's order under s. 5 of the original Guardianship Act of 1886, but preferred to delay the drawing up of his own order until Mr. BINGLEY should have reconsidered the one he had made in the light of the proceedings in the Divorce Court. Mr. BINGLEY, however, refused to vary his order, and in our comment we pointed out the confusion that might arise from the conflict. At the hearing before the Court of Appeal on 19th April, the court declined at that stage to consider the question of jurisdiction, but set aside the order of BATESON, J., as inchoate, giving liberty to apply to the learned judge. An application was accordingly heard on 31st July, and BATESON, J., without prejudice to his former opinion, reversed his previous order on new evidence, and gave the mother the custody, thus allowing the magistrate's order to stand, subject to proper access being given to the father. The case, therefore, loses its value as an authority, and merely contains an *obiter dictum* by BATESON, J., to the effect that he could have overridden Mr. BINGLEY's decision. Certainly it would seem strange if the High Court was bound by a magistrate's order, but it was held that this was possible in *Dodd* v. *Dodd* [1906] P. 189, and it would assuredly be much worse if two courts could each validly make conflicting orders (which the courts of England and Scotland once did, see *Re Orr-Ewing* (1885), 10 A.C. 453). Possibly the order of the High Court could be made to prevail by an appeal against the refusal of a magistrate to vary a conflicting order, under the Guardianship Act, 1925 s. 7 (3). On such appeal the High Court would, no doubt, deal with the magistrate's order by overruling it, so far as it was contrary to that of the superior tribunal. If a case of this kind were authoritatively reported, magistrates would, no doubt, automatically alter any order of their own which gave rise to such conflict.

Criminal Law and Police Court Practice.

THE RIGHT OF APPEAL.—Colonel KYNASTON's successful appeal to the County of London Sessions against the decision of a Metropolitan Magistrate illustrates an interesting point of which many people still seem to be ignorant. The police court proceedings had resulted in an order under the Probation of Offenders Act, dismissing an information for wilfully and falsely using a title implying that Colonel KYNASTON was registered under the Medical Act. This, though it did not involve any penalty, did involve a finding of guilt. Until the passing of the Criminal Justice Act, 1925, there was no appeal from such a decision. That statute, however, conferred a right of which Colonel KYNASTON, no doubt feeling that a mere finding of guilt might be construed as some sort of reflection upon his honour, availed himself.

Section 7 (1) of the Criminal Justice Act, 1925, is as follows: "In every case where a person in respect of whom an order has been made by a court of summary jurisdiction, under section one of the principal Act [the Probation of Offenders Act, 1907], did not plead guilty or admit the truth of the information, he shall have a right to appeal against the order to a court of Quarter Sessions on the ground that he was not guilty of the offence charged, in the same manner as if he had been convicted of the offence. On any such appeal the court of quarter sessions shall allow the appeal if it thinks that the appellant was not guilty of the offence charged, and in any other case shall dismiss the appeal."

In this instance the Court of Appeal acquitted the defendant of dishonest intention, expressed the opinion that the point should have been tested in a civil rather than in a criminal court, and allowed the appeal.

The right of appeal in such cases is rarely exercised, it is true; but, as the present case shows, it is of the greatest use to a person who feels that a mere finding of guilt is damaging.

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding-Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 537.)—IX.

General Powers of the Court in case of Winding-up by the Court.—The court may at any time after an order for winding-up stay the proceedings, either altogether or for a limited time. The liquidator or the official receiver, or any creditor or contributory can make the application and the official receiver may be required by the court to report on the matter.

The liquidator must settle a list of contributories, but the court can dispense with this where it is unnecessary.

A liquidator can also require any contributory for the time being settled on the list of contributories and any trustee, receiver, banker, agent or officer of the company to deliver over any property to which the Company is *primâ facie* entitled.

A liquidator may make calls on the contributories so far as may be necessary, and where the official receiver is liquidator the court may appoint a special manager.

The liquidator may fix a time within which creditors are to prove their claims or to be excluded from the benefit of any distribution made before those debts are proved, and may adjust the rights of the contributories among themselves. The rights of the contributories are a matter to be settled by the articles. If the articles are silent losses will be borne and profits divided in proportion to the nominal amount of the shares, but very often articles provide that losses are to be borne and profits distributed in proportion to the amount paid up on the shares at the date of the winding-up. Frequently, too, preference shares are given a preferential right to a return of the capital they have paid, with or without arrears of dividend or a share in any surplus remaining after the capital paid on all the shares of the company has been repaid. The fact that shares are entitled to a preferential dividend will by itself give them no preferential right in a winding-up.

The court can also order any contributory to pay any money due from him or the estate he represents to the company, other than money due in respect of calls. This applies to calls made but not paid before winding-up. In the case of calls no set-off will be allowed in a winding up, and no one can in any case receive anything from an estate until he has paid any debt he owes to it.

The court may at any time after the appointment of a provisional liquidator or after a winding-up order is made summon before it any person who is known or suspected to have in his possession any property of the company or supposed to be indebted to the company, or any person whom the court deems capable of giving information concerning the promotion, formation, trade dealings, affairs or property of the company. Such person may then be examined and may be required to produce all books and documents.

Where the official receiver has made a further report stating that in his opinion a fraud has been committed by any person in the promotion of the company, or by any director or officer of the company, the court may order (1) that the person inculpated shall be publicly examined as to the promotion or formation or conduct of the business of the company, and (2) that such person shall not, without the leave of the court, be a director of or in any way, whether directly or indirectly, be concerned or take part in the management of a company for such period not exceeding five years from the date of the report as may be specified in the order. A person who has been publicly examined can apply to be exculpated. The official receiver takes part in such examinations and appears and where necessary calls witnesses on all applications under these provisions.

Orders in a winding-up can be enforced throughout the United Kingdom.

(3) *Voluntary Winding-up.*

Resolutions for and Commencement of Voluntary Winding-up.—Voluntary winding-up takes place (1) when the period fixed by the articles for the duration of the company has expired, or the event occurs on the occurrence of which the articles provide that the company is to be dissolved, and the company in general meeting has passed a resolution requiring the company to be wound up voluntarily; (2) if the company resolves by special resolution, that the company be wound up voluntarily; (3) if the company resolves by extraordinary resolution to the effect that it cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up.

Voluntary winding-up will commence on the date of the resolution for voluntary winding-up. From such commencement the company will cease to carry on business, except so far as may be necessary for the beneficial winding-up thereof; but its corporate state and corporate powers will continue till dissolution.

Any transfer of shares, not being a transfer made to or with the sanction of the liquidator, and any alteration in the status of members, made after the commencement of a voluntary winding-up, will be void.

In future, there will be two kinds of voluntary winding-up: (1) members' voluntary winding-up; and (2) creditors' winding-up.

Declaration of Solvency.—Where it is proposed to wind-up a company voluntarily, the directors, or in the case of a company having more than two directors, the majority of the directors, may, at a meeting of the directors held before the date on which the notices of the meeting for winding-up are sent out, make a statutory declaration that they have made a full

enquiry into the affairs of the company, and that, having done so, they have formed the opinion that the company will be able to pay its debts in full within a period not exceeding twelve months from the commencement of the winding-up. If such declaration is delivered to the Registrar of Companies for registration before the date on which the notices of the meeting for winding-up are sent out, then the winding-up will be a members' voluntary winding-up, and will follow much the same course as a voluntary winding-up does at present.

Provisions applicable to a Members' Voluntary Winding-up.—The company in general meeting appoints a liquidator, and fixes his remuneration and all the powers of the directors cease, except so far as the company in general meeting or the liquidator sanctions the continuance thereof. If a vacancy occurs in the office of a liquidator appointed by the company, the company in general meeting may fill such vacancy.

The liquidator may, with the sanction of a special resolution, sell the whole or part of the business and property of the company to another company, and receive in compensation for the transfer or sale, shares, policies, or other like interests in the purchasing company for distribution among the members of the selling company. Any member who has not voted in favour of the resolution and who dissents therefrom, within the time and in the manner specified by the section, will have the right to require the liquidator to abstain from carrying the resolution into effect or to buy him out at a price to be determined by agreement or by arbitration. If an order for winding-up the company by or subject to the supervision of the court is made within one year of the resolution, the sanction of the court will be necessary. The purchasing company will not necessarily be a company within the meaning of the Act.

In the event of the winding-up continuing for more than a year, the liquidator must summon a general meeting of the company at the end of the first and each succeeding year, from the commencement of the winding-up, and must lay before such meeting an account of his acts and dealings and of the conduct of the winding-up during the preceding year. As soon as the affairs of the company are completely wound-up, the liquidator must make up an account showing how the winding-up has been conducted and the property of the company disposed of, and must call a general meeting of the company for the purpose of laying before it the account and giving any explanation thereof.

Within one week after the meeting the liquidator must send to the Registrar of Companies a copy of the account, and make a return either of the holding of the meeting and its date or of the summoning of the meeting and of the absence of a quorum. The Registrar on receiving the account and return will register them, and the company will be dissolved at the end of three months from the registration of the return, but the court can make an order deferring the date of the dissolution.

Provisions applicable to a Creditors' Voluntary Winding-up.—In a creditors' voluntary winding-up the company must cause a meeting of the creditors to be summoned for the day or the day next following the day on which there is to be held the meeting at which the resolution for a voluntary winding-up is to be proposed and notices will have to be sent to creditors simultaneously with the sending of the notices of the meeting of the company. The creditors' meeting must also be advertised. The directors must appoint one of their number to preside at the meeting of creditors, and cause a full statement of the position of the company's affairs together with a list of the creditors of the company and the estimated amount of their claims to be laid before the meeting of creditors. The creditors and the company at their meetings may nominate any person to be liquidator. If the creditors and the company nominate different persons, the person nominated by the creditors will be the liquidator, unless the court, on an application to be made within seven days, otherwise orders. If no person is nominated by the creditors the person nominated by the company will be liquidator. Each meeting may nominate not more than five persons for the committee of inspection, but creditors can resolve that the persons appointed by the company ought not to be members of the committee, and in such case such persons will not be qualified, but the court can appoint other persons.

The committee of inspection, or if there is no committee, the creditors, fix the remuneration to be paid to the liquidator. Vacancies incurred by death or resignation in the office of a liquidator, other than a liquidator appointed by or by the direction of the court, will be filled by the creditors.

Where a liquidator has with the sanction of a special resolution, sold to another company and received as consideration shares or other like interests for distribution, the sanction of the court or of the committee of inspection is required in addition to the special resolution, and the liquidator must summon annual meetings, and a final meeting, of the creditors as well as of the company.

Provisions applicable to every Voluntary Winding-up.—In a winding-up the property of a company will, subject to the provisions of the Act as to preferential payments, be applied in satisfaction of its liabilities *pari passu*, and subject to such application, unless the articles otherwise provide, be distributed among the members according to their rights and interests in the company.

The liquidator may, in the case of a members' voluntary winding-up, with the sanction of an extraordinary resolution of the company, and, in the case of a creditors' voluntary winding-up, with the sanction of either the court or the committee of inspection, enter into a general scheme of liquidation and he may without any sanction exercise any of the other powers given to the liquidator in a winding-up by the court. The court can appoint a liquidator and on cause shown can remove one, and the liquidator or any contributory or creditor may apply to the court to determine any question arising in the winding-up or to exercise all or any of the powers which the court could exercise if the company were being wound-up by the court. A voluntary winding-up will not prevent a compulsory order being made, but if a contributory is the applicant, the court must be satisfied that the rights of the contributories will be prejudiced by the voluntary winding-up.

(4) *Winding-up subject to the Supervision of the Court.*

When a company has passed a resolution for voluntary winding-up, the court may make an order that the voluntary winding-up shall continue, but subject to such supervision of the court, and with such liberty for creditors, contributories or others to apply to the court, and generally on such terms and conditions as the court thinks just. After a supervision order all actions are stayed and all transfers of shares, alterations in the status of members, and dispositions of the property of the company are void unless sanctioned by the court in the same way as in a compulsory winding-up. A general scheme of liquidation will require the sanction of the court or in a creditors' voluntary winding-up of the committee of inspection and the liquidator will have to make periodical reports to the court and his costs will be taxed, otherwise the procedure will be much the same as in an ordinary voluntary winding-up.

(*To be continued.*)

A SOLICITOR'S LOSS.

In a case in which Mr. Wayman Hales (Messrs. Holland, Holland & Turner, solicitors, Chester) appeared on behalf of a client in a motoring case, he informed the clerk to the magistrates that the name in the summons was not correct. The Chief Constable said the police had had considerable difficulty in serving the summons, but he did not think it was down for hearing that day.—The Chairman: It is not on the list.—Mr. Hales: I am sorry, it's my mistake. I am here a week too early. (Laughter.)—The Clerk: You won't get a guinea for that! (Laughter.)

Lumber-room Reflections.

By J. CONWAY MORRIS, LL.M.

The association of ideas is perhaps one of the finest aids to memory that we know of, and it is sometimes remarkably curious how some thought or action, entirely unconnected with the immediate purpose in view, will lead to a perfectly logical conclusion. It may be that this is not, strictly speaking, the cumulative effect of a series of ideas, but rather separate and different ideas so linked together as to *suggest* some thought or theme entirely novel.

The Alpha, so to speak, of one's thoughts, has no inferential connection with the Omega of one's ultimate action or purpose, yet, somehow or other, there is a connection between the two. No doubt all this can be scientifically explained. Prompted by irrelevant motives, we had occasion, a few weeks ago, to re-visit an old lumber room stacked from floor to ceiling with books, both ancient and modern. It is an extraordinarily fascinating pastime looking through old books and papers and, in the mind's eye, measuring the passage of time.

And how incongruously were these books arranged!

During this particular pilgrimage we discovered four books together occupying a separate shelf. The first was a very old book of precedents, the second "Grimm's Fairy Tales," the third some "Advice to a Young Woman about to get married," and the fourth a bound volume of the *Law Chronicle* from June, 1854, to June, 1855.

We dismissed the first book after glancing at it for five minutes, though we admit being impressed with the easy and polished style of some of the deeds and the meticulous selection of appropriate words to express exactly what was intended.

The second book was an old favourite "when we were very young." The third was a true interloper—heaven knows how it wormed itself into that dusty attic. The fourth we brought away to read. It is an interesting volume containing articles on several branches of the law, notes of leading cases and statutes, legislative measures, and other matters of interest to the profession. This volume was the first of its kind, and from editorial comments, it would appear that its publication was uphill work. It was intended to publish the *Law Chronicle* fortnightly, but in the second number—July, 1854—the editors have to announce "with feelings of deep mortification" that thus early in their new career they are unable to continue the publication in a fortnightly form. One gathers that the *Chronicle* was a continuation of the *Law Students' Magazine*, which was in existence for ten years, and presumably a successful medium of instruction. We have not had time to trace the subsequent history of this legal monthly, but no doubt it was eventually absorbed in some other publication. Some of the articles are quite good and of special interest is one entitled "On the study of Conveyancing." Of course, those were the days when conveyancing was, in the true sense of the word, a science; and those were the days when registration of title as a substitute for conveyancing properly so called, was too novel a conception to be contemplated as a practical measure. True, some form of registration either of titles or of conveyances was in the minds of the Real Property Commissioners in 1830, but it was not until 1878-1879 that the difference between the two was officially appreciated; and a Bill for the registration of legal titles was preferred in 1853 to a Bill for the registration of conveyances. All this is clearly set out in Professor Holdsworth's "Historical Introduction to the Land Law," and more fully discussed in his larger treatise. The article is full of good advice, and though intended for students, practitioners and seasoned conveyancers might profit, too, by reading it. The pity of it all, however, is this, namely, that as the years roll by there will, in all probability, be less tendency to appreciate the value of principles if registration of title becomes universal, as in the writer's opinion it will. There is no time to give reasons for this opinion, but "reading between the lines" the conclusion seems irresistible. More the pity, perhaps, but there it is.

However, to return to the article. The writer emphasises quite rightly the great importance of the proper application of principles to practice, which is, of course, the secret of being a successful lawyer in whatever branch of law one sees fit to practise. "Besides," says the writer, "the habit of referring to principles renders the application of our practical skill more unerring and more perfect; and, indeed, without some general rules, under which a multitude of particulars may be classed, it would be impossible, even for the most comprehensive mind, to embrace the *wide circle* over which conveyancing extends." The words in italics are not so printed in the article, but they are sufficiently important to move one to enquire what is meant exactly by universal registration of title, or rather, what are the limits of the circle of registration? Apart from rules governing practice in the registry will some form of partial codification of the principles of conveyancing be a condition precedent to making title registrable? Then, again, what do we mean by title? Does this term include an equitable title? What will *not* be susceptible to registration?

Professor Holdsworth, in the same work referred to above, referring to the failures of Lord Westbury's Act of 1862 and Lord Cairn's Act of 1875, quotes Charles Sweet thus: "Lord Westbury's experiment taught us that a system of registration of title, to be successful, must not be too rigid. Lord Cairn's experiment taught us that a voluntary system is foredoomed to failure."

And a word for those who still find an interest in conveyancing as an art. Are they to become extinct? Let us hope, at any rate, that the powers that be will prescribe a painless death and that in their desire to commercialise the profession they will show mercy in their anxiety.

Mr. Arthur Underhill (as he then was) in his admirable essay on "Changes in the English Law of Real Property during the Nineteenth Century," in "Select Essays in Anglo-American Legal History III," discussing the Acts of 1875 and 1897 is sanguine. He says: "Some nervous practitioners fancy that it is the Banshee whose appearance portends the death of that quiet and respectable figure, the conveyancing counsel. I myself have no such fears. So long as the English land laws retain their present complexity experts will be required to advise upon them; and so long as wills, settlements, and leases, not to mention partnership deeds and contracts, have to be drawn, the wise saying of King Solomon will hold good that "without counsel purposes are disappointed." But what of counsel and solicitors in general who are not experts?

We wonder what Sir Arthur Underhill would have to say about these in the event of universal registration?

Lastly, may we urge, with due respect, that in making the great change seven or eight years hence—unless a further extension of time be granted—Parliament in her wisdom will bear in mind that for generations lawyers, and especially solicitors, have been grossly underpaid for conveyancing work, and that this scandalous state of affairs, borne with such magnanimity by the profession for so long, should be put on an equitable basis.

Auctioneering Topics and Reflections.

It is quite evident that Mr. Ramsay Macdonald intends to improve on the methods of the late Government in the matter of slum property scheduled for demolition. At present the freeholder must be content with no more compensation than the actual site value; and the unfortunate leaseholder, even though he invested all his savings in a house for his own occupation, and maintains it in good order, gets nothing. Mr. Neville Chamberlain admitted the injustice of this

legislation, and promised to amend it at the earliest opportunity, but the chance now lies with the Socialists, and they were not slow to recognise the importance of an immediate alteration in the procedure.

The probability is that the person who bought dilapidated property in a decadent locality, and allowed it to go to rack and ruin while demanding exorbitant rents, will receive little or no consideration; but the person who was penalised by the bad condition of his, or her, neighbour's property, will receive fair and proper treatment. Every case will be decided on its merits, before a competent tribunal, which is the course that ought to have been decided on when Mr. BALDWIN interested himself in the provision of new homes for slum dwellers. Mr. GREENWOOD will need some months before a detailed scheme can be presented. It must be a bold scheme, because no Government which is frightened of spending a substantial sum of money or is too tender of the vested interests of owners can ever solve the slum problem.

The popularity of the garden suburb all over the country is much in evidence, and the speculators have cause for satisfaction. Certainly no one can visit any of those interesting areas which have sprung up on the outskirts of large towns without being impressed by the advance in constructional ideas during the last decade and the difference that a more generous allowance of space makes in the home and the comfort of its occupants. No matter how small they are, they are havens of rest as compared with the ill-ventilated, insanitary, and tumbledown habitations of some of the older working-class districts.

Speculators in real property are very active just now; and it is not unusual for whole townships to be bought up privately for the purposes of sale by public auction as soon as the necessary arrangements can be made. Negotiations have just been concluded in the matter of the sale, from the BLAMEY Trustees, of nearly the whole of the Cornish town of St. Blazey, which is situate in a famous china clay area. The whole estate is to be put up to auction on the 28th and 29th inst.; and as there are as many as 300 houses and shops, as well as several farms and small holdings, the proceedings are worth the attention of speculators and investors all over the country.

Dairy and stock farms, within a dozen miles of the Bank, put up to public auction, ought to interest those numerous city men who have a keen regard for agricultural pursuits.

There is promise of a good supply of this class of property on offer in the near future. They may not prove actual paying propositions, but they afford suitable residential accommodation and, at the same time, afford unlimited opportunities of useful and recreative enjoyment to the owner.

Speculative builders who have vacant villas on their hands will do well to accept the first offer that is likely to bring a fair return on the amount of capital invested. Everything was in favour of high prices while renting was out of the question; but there is good reason to believe that the Government is determined to come to the aid of those who do not want to buy but are quite willing to pay a fair rental. There are many empty houses now all over the country that have been vacant for two or three years just because the owners insist on their own estimate of what their property is worth. Meanwhile the auction returns show a decline in values, and this ought to be a warning worth serious consideration.

RIVER POLLUTION.

NEW CHAIRMAN OF JOINT ADVISORY COMMITTEE.

The Minister of Health and the Minister of Agriculture and Fisheries have appointed Mr. H. E. Brooks to be Chairman of the Joint Advisory Committee on River Pollution, in succession to Sir H. Monro, K.C.B., who has resigned the Chairmanship owing to his prospective absence abroad during the whole of the ensuing winter.

A Conveyancer's Diary.

Protection of Purchasers from Trustees for Sale.

It would seem unnecessary, at this period in the development of the law with regard to sales by trustees who hold upon trust for sale, to further emphasise the position in which such vendors stand. But I have been asked to pursue the subject in certain respects. In the first place, I ought to say, to satisfy my correspondents, that the condition of sale so often seen at one time to the effect that the vendors were selling as trustees for sale and the concurrence of the persons beneficially interested should not be required, was never really necessary. Of course, there was always that awkward question as to whether the trust for sale had "come to an end" (to use a phrase which has become familiar in another connexion) by reason of the beneficial interest having vested in some person or persons absolutely. But, if that were so, the condition would not have availed the vendors. The purchaser could always have objected that, notwithstanding the condition, he was not bound to accept a conveyance from vendors who could not show a good title. However that may have been in the past, there is no doubt that since the Conveyancing Act, 1911 (s. 10 (3) (4)), purchasers have been relieved from enquiry as to the continuance of the trust for sale. And now by s. 23 of the L.P.A., 1925, it is enacted that—

> "Where land has, either before or after the commencement of this Act, become subject to an express or implied trust for sale, such trust shall, so far as regards the safety and protection of any purchaser thereunder, be deemed to be subsisting until the land has been conveyed to or under the direction of the persons interested in the proceeds of sale."

It has been suggested that this really does not carry the matter of the protection of the purchaser far enough, because he is not to know when there has been a conveyance to or under the direction of the persons beneficially interested in the proceeds of sale. In fact, what a purchaser has to fear is that there may have been such a conveyance which has not been disclosed. Generally, of course, there is not much doubt on that score. The beneficiaries will have the title deeds. But it might happen otherwise, as where only part of the trust estate had been conveyed or for other reasons which will occur to every practitioner. There has been, therefore, and to some extent, it appears, remains some uneasiness on the subject which is sometimes justified and almost always difficult to dispel.

I think that the provisions of s. 27 (1) of the L.P.A., 1925, go far, if not all the way, to satisfy the apprehensions arising on the question. That section, in effect, provides that a purchaser of a legal estate from trustees for sale shall not be concerned with the trusts affecting the proceeds of sale of land subject to a trust for sale, whether arising by virtue of the Act or otherwise, and whether declared in the instrument creating the trust or not.

So that a purchaser who receives the title deeds or is able to satisfy himself that they are properly in the hands of persons other than the trustees for sale or properly retained by such trustees, is under no obligation to enquire, and is, in fact, not entitled to enquire, whether there are persons beneficially entitled to the proceeds of sale who might be able to call for a conveyance of the legal estate. That, I think, is sufficient to set all such questions at rest.

It only remains for me to add that, of course, the transitional provisions contained in para. 3 of Part II of the 1st Sched. to the L.P.A., 1925, do not apply, as property vested in trustees for sale is expressly excepted from the operation of that paragraph.

I think, therefore, that my friends may be reassured that in taking a title from trustees for sale they are well safeguarded, even though the real occasion for the creation of the trust has (perhaps long since) ceased to exist, and there may be persons in a position to call for a conveyance of the property.

Landlord and Tenant Notebook.

Decontrol of Part of Premises.

The principle laid down by a Divisional Court recently in the case of *Domendictti* v. *Ryan*, 45 T.L.R. 432, must now be regarded as having been approved by the Court of Appeal in *Harris* v. *Stacey*, 168 L.T. 127.

The material facts in the latter case were as follows: The plaintiff was the tenant of a dwelling-house within the Rent Acts, which was let to her on a yearly tenancy, and from time to time she sub-let various parts of the premises. In 1927 a sub-tenant vacated part of the premises, and two days later the plaintiff sub-let two of the rooms comprised in this part to another person. Subsequently the plaintiff claimed to recover possession of the two rooms on the ground that the rooms in question were decontrolled. The plaintiff contended that she was to be regarded as the "landlord" of these two rooms for the purposes of s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923, and that they were accordingly decontrolled, inasmuch as she had had actual vacant possession of them during two days in 1927, between the time when the previous sub-tenant gave up possession and the time when they were sub-let to the defendant.

The Court of Appeal affirming the decision of the Divisional Court held, however, that the rooms were not decontrolled.

The whole point in the above case turned on the question whether the plaintiff was to be regarded as the "landlord" for the purpose of s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923.

The material portions of s. 2 (1) are as follows: "Where the landlord of a dwelling-house to which the principal Act applies is in possession of the whole of the dwelling-house at any time after the passing of this Act, then from and after the passing of this Act, or from and after the date when the landlord subsequently comes into possession, as the case may be, the principal Act shall cease to apply to the dwelling-house: Provided that where part of a dwelling-house to which the principal Act applies is lawfully sub-let, and the part so sub-let is also a dwelling-house to which the principal Act applies, the principal Act shall not cease to apply to the part so sub-let by reason of the tenant being in or coming into possession of that part, and, if the landlord is in, or comes into possession of, any part not so sub-let the principal Act shall cease to apply to that part, notwithstanding that a sub-tenant continues in, or retains possession of, any other part by virtue of the principal Act."

In the leading case of *Lloyd* v. *Cook*, 44 T.L.R. 76, the Court of Appeal held by a majority that the expression "landlord" in s. 2 (1) of the above Act of 1923 was not to be confined to the freeholder, the majority of the Court of Appeal being of opinion that the "landlord" might include a tenant even in cases other than those in which the premises were let at a rent of less than two-thirds of the rateable value and in which, therefore, the provisions of s. 12 (7) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, would apply so as to constitute the tenant the landlord.

Unfortunately, however, the precise effect of the decision of the Court of Appeal in *Lloyd* v. *Cook* is very liable to be misunderstood, and that decision not unnaturally is inclined to lead a person to infer that every tenant who sub-lets is to be regarded as a landlord for the purposes of s. 2 (1) of the Act of 1923.

Any such interpretation of *Lloyd* v. *Cook*, however, immediately brings one into conflict with the express provisions of the proviso, to the effect that a tenant who sub-lets a part of the premises is not to be regarded as the landlord *qua* that part, so that such part does not become decontrolled on the tenant re-entering into possession thereof. *Dunbar* v. *Smith* [1926] 1 K.B. 360, is, of course, an exceptional case, and is to be explained on the ground that the premises had ever since 1914 been let in separate flats, so that each flat had a standard rent of its own and was to be regarded as a separate dwelling-house for the purpose of the Rent Acts.

It seems that the only circumstances in which a tenant is to be regarded as a landlord is when he sub-lets the *whole* of the premises and then re-enters into possession thereof, and this appears to be the *ratio decidendi* of such cases as *Oakley* v. *Wilson* [1927] 2 K.B. 279. It must be admitted, however, that as the result of the various decisions which have been given on this particular provision (s. 2 (1)) o the Act of 1923, a curious state of affairs has been brought about inasmuch as a tenant is to be regarded as a landlord for the purpose of that provision when he sub-lets the whole of the dwelling-house, but not when he sub-lets part.

Our County Court Letter.

THE RESPONSIBILITIES OF GARAGE PROPRIETORS.

(*Continued from* 73 Sol. J., p. 447.)

VI.

In the recent case of *Owens* v. *Davies* at Shrewsbury County Court the plaintiff claimed £11 13s. 11d. as damages in respect of an axle shaft improperly fitted, at the defendant's garage, to a Morris Cowley motor car. The plaintiff had travelled about 12 miles with the new shaft when the hub emitted smoke and the car came to a standstill, the reason suggested being that the shaft was of another make and not suitable for the car. Further repairs were carried out at another garage by the Morris agents at a cost of £8 8s. 11d., and the balance of the claim was for railway fares and loss of earnings. The evidence of the Morris agent was that the end of the axle housing had been cut through by small pieces of foreign metal embedded in the axle shaft, and a new Morris shaft had to be fitted. The broken shaft did not appear to be a Morris shaft, though it was impossible to say definitely, but the defendant was mistaken in attributing the damage to the ball race, which was not broken. The defence was that the wearing of the axle housing by the particle of metal must have continued for days or weeks, so that the breakdown was not due to improper fitting of the axle shaft. The latter was made for a Morris car, and firms who were not agents were not prevented from putting in other parts, as there were many makers of Morris parts, many of which were not stamped. His Honour Judge Ivor Bowen, K.C., found that there was no faulty workmanship, but he held that when a car is taken to a garage for repair, the contract is to supply reasonable fittings adapted to the car, and if any others are used the garage proprietor is responsible for damage, unless he gives notice that he is using substitutes. In the above case the part was admittedly not a marked Morris axle, and in the absence of notice the defendant had not taken due and reasonable care. The damage was not wholly attributable to that cause, however, and judgment was therefore given for £6 6s. and costs.

WARRANTIES AS TO THE STATE OF HOUSES.

(*Continued from* 73 Sol. J., p. 512.)

III.

In the recent case of *Osselton* v. *Atlay* at Darlington County Court the plaintiff claimed £95 for the repair of a faulty drain in a house bought on the understanding that the drains were in good order, the defendant having given him a certificate to that effect from the Darlington Rural District Council. The defence was that the correctness of the certificate was immaterial, as it had been granted on the plaintiff's application in April, whereas the house was purchased in June. The plaintiff's case was that the certificate had been granted on behalf of the defendant, but His Honour Judge Richardson held that if the council had been negligent the plaintiff's cause of action was against them, as the defendant had not been guilty of any breach of warranty, and judgment was therefore entered in her favour, with costs.

Practice Notes.

LIABILITY FOR HORSE BITE.

In the recent case of *Williamson* v. *City Parcel Express Co.* at Manchester County Court the plaintiff was passing from a tram to the pavement, and was bitten on the arm by the defendants' horse. A former horse-keeper of the defendants, who had been in their employ for seventeen years, stated that the horse had previously bitten him, and that a twitch had to be put on its nose during grooming, although he had not informed the defendants of the fact. A partner in the defendant firm, and various employees, denied that the horse was vicious, but His Honour Judge Leigh held that it was the master's duty to inform himself of the propensities of his animals, and that he could not shield himself by ignorance. The law imputed to the master both the negligence and the knowledge of his servant, and the plaintiff was therefore entitled to £21 damages and costs. The evidence of *scienter* of the propensity to bite human beings therefore distinguished the above case from *Glanville* v. *Sutton and Co. Ltd.* [1927] 44 T.L.R. 98, in which the owners of a horse accustomed to bite other horses were held not liable for its biting a human being. [See our County Court Letter entitled "Horse Owners' Rights and Liabilities," 72 Sol J., p. 578.] The principle that the knowledge of the servant is to be imputed to the master was established in *Baldwin* v. *Casella* (1872), L.R. 7 Ex. 325, in which it was laid down that if the owner of a dog appoints a servant to keep it, the servant's knowledge of the dog's ferocity is the knowledge of the master. This decision was extended in *Applebee* v. *Percy* (1874), 9 C.P. 647, in which two persons, who had been previously attacked by a publican's dog, stated that they had complained to two barmen and to a barmaid. There was no evidence that these complaints were communicated to the defendant, or that the two barmen had either the general management of the defendant's business or the control of the dog in particular. The plaintiff was therefore non-suited, but a new trial was ordered on the ground that there was evidence of *scienter* to go to the jury.

Legal Parables.

XLII.

The Barrister who saw the Point.

Mr. Thurrow had a small practice at the bar, which, somehow, failed to increase. He had also a sensitive conscience and an equable temper. He read his briefs carefully, attended to every case in all its stages, and never showed haste or impatience. He never lost a good case, and now and again he won a bad one.

One day he overheard two solicitors' clerks discussing him.

"Oh, he's all right enough," said the first, "and very nice with it, too. Quite the gentleman and all that. But he don't cut much ice with me. A chap that can give as much time as he does to every blooming case, and be as long-winded and painstaking as he is in court, can't have a lot to do. Now that means, for some reason or other, he don't go down, or he'd get more work; and I always tell my governor to give the stuff to the chaps that are doing the work. They know the ropes, and the judges and the beaks listen to 'em!"

"Never thought of it that way," replied the second, "but I see your point."

Mr. Thurrow also saw the point. So he bought a diary; and he acquired a slight and, to him, quite unnatural, irritability such as is commonly associated with the strain of overwork. In court he invariably consulted his diary (all too blank!) before agreeing to the date of an adjournment, and often said he was "awkwardly placed" on that day, or, to vary the phrase, he must "perhaps arrange to send somebody else if he had to be engaged elsewhere." He not infrequently reminded the witness or his learned friend that his honour or his worship had no time to waste, and that he (Mr. Thurrow) was much too pressed to keep up the case unnecessarily. At very rare intervals he even returned a brief (a very little one) on the ground that he simply couldn't attend to it.

Brother barristers, solicitors, and (still more important) even solicitors' clerks began to notice him. "That fellow Thurrow seems to be doing a lot," they said. "Looks a bit fine-drawn. Expect he's overworking. Still he's wise to make hay while the sun shines."

And, before long, to his joy, Mr. Thurrow really was just a little, but not too much, overworked.

Correspondence.

"Idle" Marriage Ceremonies.

Sir,—In reference to your remarks under the above heading on p. 521, I think your readers will be interested to know the official view of "remarriages" and ceremonies after a valid marriage has been celebrated. If there has been some informality or supposed informality in a marriage, a fresh notice of marriage must be given in the same manner and subject to the same conditions as in giving notice for a first marriage. The date and place of the former marriage must be stated in the notice, and the woman should be described by her husband's surname as well as her own maiden name. The addition of a religious rite or ceremony in a church or chapel or elsewhere after a marriage has been celebrated at a register office *is not a remarriage*, nor does it supplement or in any way affect the full legal validity of the original marriage; therefore no second notice or any fresh authority is required. All that is necessary is the production to the clergyman or minister or other person who performs the religious ceremony of the legal certificate of the marriage before the Superintendent registrar. No record of the religious ceremony in such cases must be made in the marriage register (that is to say, in the church or chapel register of marriages).

The above, I believe, states correctly the law and practice on the subject, whether the legal marriage has been celebrated at a register office or in a church or chapel.

10th August. Superintendent Registrar.

[The note to which the letter above refers arose from a divorce suit in which the marriage certificate relating to what the judge termed an "idle" ceremony did not contain particulars showing that the parties had already been validly married in church some two years before. It is agreed that the above letter correctly states the law and practice where all has been done that should be rightly done, but it would be interesting to know what official action is taken in regard to the marriage register at church, chapel, or register office when it is found that, inadvertently or otherwise, there has been a false statement or suppression of essential particulars. Presumably no alteration can be made to the original entry in the actual marriage register, but is there any machinery by which the defect is drawn by the courts to the notice of the Registrar-General, or for any marginal rectification or endorsement to be made either beneath the original entry or at the entry in the Somerset House general register of marriages? It is understood that when a marriage is dissolved by decree in England there is no machinery by which an endorsement to that effect is made in the general register of marriages, though some sort of official record of this kind correlating marriage and divorce exists, I believe, in France.—Your Contributor.]

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Building Contract—Specific Performance.

Q. 1702. A contracts to build a tennis court for B 50 feet wide for £160. To date A has excavated and prepared foundation for a court 45 feet wide, but by incorporating 5 feet of an adjoining court previously made A declares the new court will, when completed, be 50 feet wide, as contracted for. A refuses to make further excavations to the extent of 5 feet without further payment, but is willing to finish the contract (as interpreted by him) by putting a surface on the court to the width of the 45 feet already excavated. This does not satisfy B, and assuming that B can establish that the contract was for a new court 50 feet wide, and that A is not entitled to incorporate 5 feet of the adjoining court, is B justified in rescinding the contract with A giving the completion of the contract to C and paying A the balance of the £160 after satisfying C? This course would place the onus of taking legal proceedings on A. If this course is justifiable, we would be much obliged for an authority. Are we right in thinking that the only alternative would be an action undertaken by B for specific performance of the contract by A?

A. We do not think that the court would enforce specific performance of the contract. The court will not enforce building contracts specifically unless (*inter alia*) the defendant has by reason of the contract obtained possession of the land on which the work is to be done (see "White & Tudor's Leading Cases in Equity," 8th ed., vol. II, p. 442, and cases there cited). We do not think that B should contemplate rescinding (or rather repudiating) the contract, which is entire, and paying a quantum meruit. We suggest that his best course is to notify A that he refuses to accept and will not accept the work done unless done in accordance with his (B's) version of the contract. If A then finishes the work according to his (A's) version of the contract, or abandons the job, as the work is of such a nature that it cannot be physically rejected, A cannot sue B on a quantum meruit. His claim would be for breach. B should not call in another contractor until A has definitely abandoned the job or completed it in accordance with his (A's) version of the contract (see *Sumpter* v. *Hedges* [1898] 67 L.J., Q.B. 545).

Charges on Income—Income Tax.

Q. 1703. In the printed instructions for making returns of income of the year 1927-28 for assessment for tax for 1928/29, the "charges" to be entered are directed to be those "payable in the year ended 5th April, 1928." (A similar direction is given in the new instructions for the year 1929/30, the charges being those to 5th April, 1929). Following these directions, a client made his return for the tax year 1928/29, inserting both income and charges as actually received or paid during the year ending 5th April, 1928. Towards the close of the year 1928-29 it came to the notice of the inspector that the "charges" incurred during the year ending 5th April, 1929, had exceeded those of the year ending 5th April, 1928, inserted in the return, and he delivered an amended assessment, substituting the increased charges, thus reducing the "net statutory income" and thereby affecting the amount of the "allowances," &c. Is this ruling correct? It may be argued that if the charges had been less, the client would have had the advantage of an increased statutory income and so of larger allowances, and that he must take his chance of averaging over the years. But this would appear to militate against the simplicity aimed at in the Act of 1927 (in basing tax on the income of the past year with a view of avoiding amended assessments at the end of the tax year) for there will still be always the possibility of amended assessments based on differences in charges. To objection taken the inspector replies that charges have always been those of the tax year and cites s. 39 of the 1927 Act as corroborative. But this section only deals with variations in the rate of tax.

A. Section 39 (2) of the Finance Act, 1927, seems clearly to support the contention of the inspector, for it provides that annual charges from which tax is deductible at the standard rate in force for any year shall be allowed as deductions in computing total income for that year. Income tax is imposed annually and each year's assessment is a water-tight compartment. It is only for convenience that a basis different from the actual year's income is used for estimating that income. The Acts provide no such conventional basis for estimating charges, and the charges of the actual year of assessment must, therefore, be deducted from the statutory total income.

Affiliation Proceedings—Corroborative Evidence—Form of Deposition.

Q. 1704. I have been consulted by a single woman who is now pregnant and she is desirous of commencing affiliation proceedings. She states that the person whom she alleges to be the putative father having knowledge of her condition sent up to a firm for certain tablets which would, if taken by her, procure abortion. Please advise if this would be admissible in evidence against the putative father. It is intended to make the application for the summons before birth. I shall therefore be obliged if you can inform me where I can obtain a form of deposition which is to be made before application.

A. The evidence would be admissible, if given by the person who was sent for the tablets, or if the order was in writing which can be shown to be his. The evidence answers the test prescribed in *Reffell* v. *Martin* (1906), 50 Sol. J. 378; 76 J.P. 347. It has relation to the conduct of the putative father, and to the probability of his being the father. Compare with *R.* v. *Baskerville* [1916] 2 K.B. 658; 60 Sol. J. 696: "Corroborative evidence is evidence which shows or tends to show that the story of the accomplice that the accused committed the crime is true." The whole subject of corroboration in affiliation cases will be found discussed in "Lushington's Bastardy," 5th ed., by Lieck.

The form required is No. 1 in the schedule to the Bastardy (Forms) Order, 1915, also printed at p. 163 of the book cited.

Agreement by Solicitor to Carry Out Conveyancing Work—Change of Solicitor—Lien.

Q. 1705. A agrees to purchase a cottage for £150 and pays £12 deposit. Immediately after his negotiations with T (the vendor) has concluded, A consults C, a solicitor. A and C discuss the contract, which C explains to A, and A gives the work of drawing up the deeds and all the legal work incident to vesting the house in him. C agrees to do the work for £3 10s., plus out-of-pocket expenses for stamps, searches, etc. A wishes to retain the contract for a few days to look over and makes an arrangement that C should go over to his house some six miles away in four days' time to collect the contract and explain anything further that may not be clear. C, in accordance with the arrangement, goes to A's house and receives the contract with instructions to proceed, and A also gives him £3 to send to the vendor's solicitors to make up the full £15 or 10 per cent. deposit. C sends the contract off to the vendor's solicitors with the £3 and has the full amount endorsed thereon and the contract is returned to C. C writes to A that he has

got the contract back with receipt endorsed thereon, and all is quite right, and that he will retain the contract to prepare the deeds from and thanks him for having placed the work with him. Three months afterwards A writes to C for his contract back again for certain reasons. C writes to A asking him to call to see him. A does not reply, but D, another solicitor whom A has now consulted, asks C for the return of the contract as A wishes D to act for him on the purchase and a mortgage. D, when writing C, stated that he was informed by A that C had been instructed to act in the purchase, but now desired D to act. C writes to D stating that he should advise A to see him, but D replies that there is no need and has got A to sign an authority addressed to C for C to hand over the contract to D. No abstract of title has yet been delivered as it is a breaking up sale of a large estate, but the abstract is expected daily as completion is fixed for about seven weeks' hence. D has written to the vendor's solicitors that he is now acting for A and that C is not. D has made an untruthful statement for C has the contract still and feels justified in retaining it. C can accommodate A with a mortgage just as much as D can, but A has never consulted C since he entrusted the work to him to carry through the whole work. C maintains that as he is prepared to carry out the purchase and do all the work he is entitled to that work, but if A wishes D to secure a mortgage for him C offers no objections to that, and A to have D as his solicitor for that part of the business (mortgage). Assume D threatens A with recovery from him of the contract cannot A exercise his lien and refuse to hand over the contract to D unless he is paid the agreed fees. C is ready and willing to do the work of the conveyance at the agreed fees still. A seems to have been got at by D by D poaching for the work in an underhand manner. C still has the contract and means to stick to it. What is the position of C ? Could C say he would not hand over the contract to D unless he was paid the sum of £3 10s. by A. ?

A. There seems to be clear evidence of retainer. Whatever might have been the position if the agreement as to cost had been in writing, and so within s. 8 of the Solicitors' Remuneration Act, 1881, it is considered C himself cannot set up the verbal agreement (see judgment of Buckley, L.J., in *Clare* v. *Joseph* [1907] 2 K.B. 369—as to agreement under Solicitors Act, 1870, which does not apply to conveyancing business). The client is at liberty to change his solicitor, and C can at once send in his bill for work actually done, instructions, perusing agreement, and correspondence according to Sched. II and he may retain the agreement for sale pending payment.

Powers of Trustees to Take up and Hold Shares Issued on Bonus Terms.

Q. 1766. A testator, who died in 1927, authorised the trustees of his will to retain his trust estate, in the same condition or state of investment as at the time of his death, so long as they might think fit, and he also authorised them to make fresh investments in stocks and shares mentioned in his will, which, however, did not include ordinary stock or shares. He held ordinary shares in a certain company, in respect of which a free bonus issue of further ordinary shares has been made to the trustees, and the question arises whether they can take up these shares and hold them so long as they think fit. The law on the subject seems to be governed by the Trustee Act, 1925 s. 10 (4), and the case of *Re Whitfield*, 1920, 125 L.T. 61, may also be referred to. It would seem that the trustees would really have power to take up the new ordinary shares and hold them, even if the bonus issue involved a payment, and *a fortiori* that they are entitled to take up and retain the new shares issued on free bonus terms. Will you, however, kindly advise whether you think this view correct ?

A. The trustees are perfectly justified by the section of the Act quoted in taking up the new shares and paying for them out of capital money. The power to retain existing investments makes them authorised investments so long as the trustees in their discretion retain them, and see *Re Smith*; *Smith* v. *Lewis* [1902] 2 Ch. 667.

Notes of Cases.

Probate, Divorce and Admiralty Division.

In the Estate of Abel Birkby, deceased.

Swift, J. 15th July.

PROBATE—LOST WILL TRACED TO TESTATOR—PRESUMPTION OF DESTRUCTION *animo revocandi*—DEGREES OF ONUS OF PROOF IN REBUTTAL—COSTS.

In this probate action the plaintiff, who was the widow and sole executrix, succeeded in establishing a lost will of the testator, dated 22nd October, 1915, as contained in a completed draft. The defendant, who was a brother of the deceased, and, with another brother, would have been interested on an intestacy, relied upon the presumption of destruction of a lost will *animo revocandi*, the will having been traced into the possession of the testator some seventeen days before his death, when he withdrew it from the custody of the bank. On behalf of the plaintiff the subsequent disposal of the will was accounted for by the fact, deposed to at the hearing by the plaintiff's sister, who could neither read nor write, that she had been handed by the undertakers from under the mattress of the deceased some brown and other papers, which she had burned. The testator, from comparatively humble circumstances, had become a man of considerable means, derived from the business of a hotel keeper, in which his wife had assisted him. The will left the whole of the property to the wife. Counsel for the defendant relied principally upon a passage in the judgment of Parke, B., in *Welch* v. *Phillips* (1836), 1 Moo. P.C.C. 298, at p. 301. "Now the rule of evidence on this subject, as established by a course of decisions in the Ecclesiastical Court, is this: that if a will, traced to the possession of the deceased, and last seen there, is not forthcoming on his death, it is presumed to have been destroyed by himself; and that presumption must have effect unless there is sufficient evidence to repel it. It is a presumption founded on good sense; for it is highly reasonable to suppose that an instrument of so much importance would be carefully preserved, by a person of ordinary caution, in some place of safety, and would not be either lost or stolen; and if, on the death of the maker, it is not found in his usual repositories, or else where he resides, it is in a high degree probable that the deceased himself has purposely destroyed it. But this presumption, like all others of fact, may be rebutted by others which raise a higher degree of probability to the contrary. The onus of proof of such incumbrances is undoubtedly on the party propounding the will." The validity of that proposition had been recognised in the comparatively recent decision of *Allan* v. *Morrison* [1900] A.C. 604.

Counsel for the plaintiff agreed that the onus of rebutting the presumption was upon him, but submitted that it had been fully discharged. He referred to *Colvin* v. *Fraser* (1829), 1 Hag. Ex. 266 and *Patten* v. *Poulton* (1858), 1 Sw. & Tr. 55.,

SWIFT, J., in the course of his judgment pronouncing for the will, cited the judgment of Sir John Nicholl in *Colvin* v. *Fraser*, *supra*, at p. 325: "This presumption of fact, and this legal consequence may be rebutted by satisfactory evidence, but the burthen of proof lies upon the party setting up the will—whether he sets it up by propounding a draft, a duplicate, or a cancelled will; for whether the paper be found cancelled, or whether it be wholly removed and not found at all, still the first presumption as to the person who did the act, is the same. The force of the presumption and the weight of the onus may be different, according to circumstances; but the court, in order to pronounce for a draft, a duplicate, or a cancelled will, must be judicially convinced that the absence of the paper once in, and not traced out of, the deceased's own possession, was not attributable to the deceased. This negative may be established by a strong combination of circumstances lending to a moral conviction that the deceased did not do the act, or it may be established by direct positive evidence in different ways . . .' He (his Lordship) had a strong moral conviction that the

deceased had not intended to alter his will, and was ready to find as a fact, if necessary, that the sister-in-law had burnt the will with the other pieces of paper from under the mattress, although the undertakers should have been called to support this. The contents of the will itself showed the improbability of destruction by the deceased. Whom could he have desired to benefit more than his wife who had helped him to build up the hotel businesses from which his money had come? This was a clear case and the defendant would pay the costs.

COUNSEL: *H. B. Durley Grazebrook*, for the plaintiff; *H. D. Grazebrook*, for the defendant.

SOLICITORS: *Smith, Fawdon & Low*, for *Edward H. Bone*, Bournemouth; *Arkcoll, Barrand & Chadwick*, for *D. Ritchie Hayes*, Leeds.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Adami *v.* Adami.

Bateson, J. 15th and 18th July.

FOREIGN RESPONDENT—REMOVAL OF CHILD OUT OF JURISDICTION — DIVORCE — IMPRISONMENT FOR CONTEMPT — MOTION FOR RELEASE—SURRENDER OF HOME OFFICE PERMIT TO THE COURT—UNDERTAKING BY RESPONDENT—INJUNCTION.

This was a motion on behalf of the husband respondent in a divorce suit for his release from prison, where he had been committed for contempt of court in taking the child of the marriage out of the jurisdiction to France. The petitioner opposed the respondent's release in the absence of some safeguard that he would not again remove the child. The respondent was a French subject and, at the suggestion of counsel for the petitioner, who did not accept the respondent's assurances, the matter was adjourned with a view to asking the Home Office, with the consent of the respondent, to arrange that the respondent's permit to remain in this country might be indorsed in such a way that it would be impossible for him to take the child out of the jurisdiction. A letter was received in reply from the Home Secretary to the effect that he had no power to prevent the departure of any person from the United Kingdom.

BATESON, J., further affidavit evidence having been given, ordered the release of the respondent on condition that he brought into court any permit or passport in force, the respondent undertaking not to apply for another permit or passport, or leave the country, or take the child out of the country, without the leave of the court. His lordship, in addition, granted an injunction restraining the respondent, his servants or agents, from interfering with the custody of the child, or removing, or attempting to remove, the child from the custody of the mother.

COUNSEL: *P. B. Morle* for the husband; *T. Bucknill* for the wife.

SOLICITORS: *Stanley Robinson & Commin; Sheard, Breach and Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

SELF-DENIAL AMONG LAWYERS.

There is a widespread impression, says *Truth*, that lawyers are a heartless and predatory class, whose only interest in suitors is to bleed them white. This idea should be disposed of by the report of the Committee who have been studying the working of the "Poor Persons" arrangements for divorce proceedings. The Committee have been struck by the disinterested zeal of both barristers and solicitors for the poor suitor, and particularly by "the amount of self-sacrificing and unostentatious work being done by solicitors." They point out that the divorce work is often outside the solicitors' usual practice, and that the clients are often difficult to deal with and apt to be more exacting than those who pay for their lawyers' services. The Incorporated Law Society really ought to have this report printed and distributed free for the credit of the profession—not to say of our common humanity—for it puts the lawyers on a level with the doctors as ministering angels.

Long Vacation, 1929.

NOTICE.

During the Vacation, up to and including Thursday, 5th September, all applications "which may require to be immediately or promptly heard," are to be made to The Hon. Mr. Justice LUXMOORE.

COURT BUSINESS.—The Hon. Mr. Justice LUXMOORE will, until further notice, sit in The Lord Chancellor's Court, Royal Courts of Justice, at half-past 10 on Wednesday in each week commencing on Wednesday, 7th August, for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in court.

PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 5s. adhesive stamp.

3.—Two copies of writ and two copies of pleadings (if any).

4.—Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the Judge's Clerk in Court of the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar.—Mr. RITCHIE (Room 188).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice LUXMOORE will sit for the disposal of King's Bench Business in Judge's Chambers at 11 a.m. on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 14th and 28th August, and the 11th and 25th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 7th and 21st August, the 4th and 18th September and the 2nd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Vacation Notes.

The Law Society's offices will be open till the 30th September, between the hours of 10 a.m. and 3 p.m., closing on Saturdays at 1 p.m. The hall, libraries and common room will be open from the usual hour to 6 p.m. during the same period.

The Lincoln's-inn library will be open during the vacation from 11 a.m. to 4 p.m. (last week, 10 a.m. to 4 p.m., Tuesdays 11 a.m. to 5 p.m.). It will be closed on Saturdays.

The Inner Temple library will be closed during August. From the 1st to the 20th September it will be open daily from 10 a.m. to 2 p.m., except on Saturdays, when it will be closed. From the 21st to the 30th September it will be open from 10 a.m. to 4 p.m., Saturdays 10 a.m. to 2 p.m.

The Middle Temple library will be open during the vacation between 10 a.m. and 4 p.m., Saturdays 10 a.m. to 1 p.m.

The Gray's-inn library will be open during the Long Vacation as follows: The 1st to the 31st August, from 10 a.m. to 2 p.m. (closed on Saturdays); the 1st to the 30th September, from 10 a.m. to 4 p.m. (Saturdays, 10 a.m. to 1 p.m.).

The chambers of the Registrar of Companies (Winding-up) Bankruptcy-buildings, Carey-street, will be opened on Monday, Tuesday, Wednesday, Thursday and Friday in every week during the Long Vacation from 11 to 2. Applications to the registrar, which require to be immediately or promptly heard, and of the nature of vacation business, are to be made to the registrar in attendance. Petitions and applications, which may require to be immediately heard are to be made to Mr. Justice Luxmoore, who will sit as Long Vacation judge in the Lord Chancellor's Court, on every Wednesday in the vacation at 10.30. No petition will be placed in the judges' list unless leave has been previously obtained, and no other application will be so placed without such leave or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

There will be no session held at the Guildhall, Westminster, for cases arising in the county of Middlesex during the present month. The next session (Michaelmas Quarter Sessions) will commence on Saturday, the 21st September, at 10.30.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to appoint Mr. HERBERT METCALF, barrister-at-law, to be one of the Magistrates of the Police Courts of the Metropolis. Mr. Metcalf was called to the Bar in 1914.

The King has been pleased to appoint Mr. ERNEST B. RAIKES, barrister-at-law, to be one of His Majesty's Counsel learned in the Law. Mr. Raikes was called to the Bar in 1888.

Mr. JOHN P. EDDY, solicitor, has been appointed a Puisne Judge of the High Court in Madras to fill the vacancy created by the promotion of Mr. Justice Beasley to be Chief Justice. Mr. Eddy was called by the Middle Temple in 1911.

Mr. H. C. F. COX, barrister-at-law, Attorney-General of the Bahamas since 1925, has been appointed Attorney-General of Gibraltar.

Mr. T. W. QUARMBY, solicitor, Clerk to the Dudley Board of Guardians, has been appointed Public Assistance Officer to the Staffordshire County Council.

Mr. D. T. GRIFFITHS, solicitor, Assistant Town Clerk of Southwark, has been appointed Clerk to the Uxbridge Urban District Council.

Mr. ERIC J. BAIRSTOW, solicitor, has been appointed Clerk to the Justices of the Lewes Division, in succession to the late Mr. F. Lawsow Lewis. Mr. Bairstow was admitted in 1920.

PROPERTY LAW AND FOREIGNERS.

ANGLO-FRENCH AGREEMENT.

Notes were recently exchanged between Lord Tyrrell, the British Ambassador in Paris, and M. Briand, the Minister for Foreign Affairs, defining the bearing of the Franco-British Convention of 1882 on the French Rent and Commercial Property Acts of 1926 and 1927. By these Notes the rights of British subjects resident in France were defined.

The Foreign Office have now issued, says the *Daily Telegraph*, a statement summarising the points of agreement reached in the Notes in the following terms:—

"It is stated that the Convention of 1882 is not limited, in its application, to commercial and maritime affairs alone, but extends its provisions to the nationals of each State resident within the territory of the other. The most-favoured nation clause of this Convention permits British subjects resident in France to claim, in the same way as French citizens themselves, the benefits of all provisions of the French Rent Acts of 1926 and 1927 which apply to landlords and tenants, notwithstanding the provisions of Article 11 of the French Civil Code and any clauses of the above Acts limiting their operation in regard to foreigners.

"Similarly French citizens resident in Great Britain are entitled to enjoy the same treatment as British subjects to the same extent as such treatment is enjoyed by the nationals of any third Power, and have, in particular, the right to benefit by the provisions of the British Landlord and Tenant Act of 1927."

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 29th August, 1929.

	Middle Price 22nd Aug.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	82	4 17 7	—
Consols 2½%	54	4 12 7	—
War Loan 5% 1929-47	101¼	4 18 9	—
War Loan 4½% 1925-45	94	4 15 9	5 1 0
War Loan 4% (Tax free) 1922-42	101	3 19 3	3 18 0
Funding 4% Loan 1960-1990	85	4 14 2	4 15 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92	4 7 0	4 9 0
Conversion 4½% Loan 1940-44	94	4 15 9	5 1 6
Conversion 3½% Loan 1961	74¼	4 14 3	—
Local Loans 3% Stock 1912 or after	61½	4 17 7	—
Bank Stock	245	4 18 0	—
India 4½% 1950-55	87	5 3 6	5 9 6
India 3½%	66	5 6 1	—
India 3%	57	5 5 3	—
Sudan 4½% 1939-73	92	4 17 9	4 19 0
Sudan 4% 1974	84	4 15 3	4 17 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	5 2 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 4 0
Cape of Good Hope 3½% 1929-49	79	4 8 7	5 4 0
Commonwealth of Australia 5% 1945-75	95	5 5 3	5 5 6
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	94	4 15 9	4 17 0
Natal 4% 1937	93	4 6 0	5 4 0
New South Wales 4½% 1935-45	88	5 2 3	5 12 6
New South Wales 5% 1945-65	95	5 5 3	5 6 0
New Zealand 4½% 1945	93	4 16 9	5 3 0
New Zealand 5% 1946	100	5 0 0	5 0 0
Queensland 5% 1940-60	95	5 5 3	5 6 3
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	95	5 5 3	5 1 0
Tasmania 5% 1945-75	95	5 5 3	5 1 0
Victoria 5% 1945-75	95	5 5 3	5 1 0
West Australia 5% 1945-75	95	5 5 3	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	60	5 0 0	—
Birmingham 5% 1946-56	101	4 19 0	4 18 6
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	69	4 6 11	4 18 6
Hull 3½% 1925-55	76	4 12 1	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	71	4 18 7	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4 16 3	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61½	4 17 7	—
Manchester 3% on or after 1941	61	4 18 0	—
Metropolitan Water Board 3% 'A' 1963-2003	62	4 16 9	—
Metropolitan Water Board 3% 'B' 1934-2003	62	4 16 9	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	5 2 6
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	60	5 0 0	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	100	5 0 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79	5 1 3	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	89½	5 11 9	—
L. & N. E. Rly. 4% Debenture	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed	69½	5 15 2	—
L. & N. E. Rly. 4% 1st Preference	63	6 7 0	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	73½	5 8 9	—
L. Mid. & Scot. Rly. 4% Preference	66½	6 4 0	—
Southern Railway 4% Debenture	76½	5 4 7	—
Southern Railway 5% Guaranteed	95	5 5 3	—
Southern Railway 5% Preference	83½	5 19 9	—

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—" E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—" S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-CAPTAIN, Staff, age 41, single, old Cheltonian, lately resigned Government post abroad, now seeks employment of any kind in England where initiative and hard work are appreciated. Highest testimonials. 10947

QUALIFIED Accountant and Secretary, over 18 years' extensive experience, requires appointment offering reasonable prospects. Thoroughly conversant reparation of final accounts, income tax returns, costing, foreign exchange, secretarial practice, office organisation. Dis.278

EX R.A.F. OFFICER (retired) seeks situation. Good experience in the running and handling of high speed motor boats. Good references. 10590.

EX-OFFICER, disabled, 50, late General Manager Rubber Estates, used to control of labour, desires outdoor position; Secretary Golf Club, Lang Agent or similar. Dis. 274.

EX-OFFICER, Infantry and R.A.F., age 36, leg amputation, married, no children, requires commercial or secretarial work. Good reference from last employer. Dis. 277.

CAPTAIN, late R.A.O.C., requires position as Works Manager, Stores or Labour Superintendent, Buyer or Traveller. Would represent Exhibitor at British Trade Fair to be held at Buenos Aires, 1930. Seventeen years in the Argentine. Dis. 276.

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SOLICITOR, with old-established practice in rising popular seaside resort in West of England, has vacancy for articled clerk; premium £300. Terms could be arranged for board residence.—Box 164, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, young, good general experience, desires to purchase practice or partnership in established firm in London or Suburbs.—Reply Box 175, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply " R.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

MR. NOAH A. RIGBY, Solicitor and Commissioner for oaths, St. Helens, Lancashire, is desirous of purchasing the succession to or a partnership in a substantial country practice and will be pleased to hear from any solicitor or firms of solicitors of good standing who are open to negotiation; capital available; excellent credentials; highest references given and required.

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